

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 7	
2. Amendment/Modification No. P00013		3. Effective Date 2001APR03		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-LC-CHBA-F STEVE SABBAGH (810)574-6161 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: SABBAGHS@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCM DAYTON AREA C, BUILDING 30 1725 VAN PATTON AVENUE WRIGHT PATTERSON AFB, OH 45433-5302		Code S3605A	
				SCD C PAS NONE ADP PT SC1012			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) O'GARA-HESS & EISENHARDT ARMORING CO 9113 LE SAINT RD FAIRFIELD OH 45014 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-S019	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000APR10	
Code 6W728		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2001JUN30							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) SHARLENE M. INNES INNESS@TACOM.ARMY.MIL (810)574-4137			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S019 MOD/AMD P00013	Page 2 of 7
Name of Offeror or Contractor: O'GARA-HESS & EISENHARDT ARMORING		

SECTION A - SUPPLEMENTAL INFORMATION

Contract DAAE07-00-C-S019
Modification P00013

PROGRAM:
Up Armored HMMWV

PURPOSE OF MODIFICATION:

- Provide Shipping Instructions for 3 ea vehicles under CLIN 0002AA.

- Add Clause "52.226-1 Utilization of Indian Organizations and Indian Owned Economic Enterprises" to the Contract.

- Revise Attachment 001, para 23.1.b, relieving the requirement for ISO 9001 under the Storage/Exercise Program.

PREVIOUS CONTRACT AMOUNT:
\$56,840,246

AMOUNT OF THIS ACTION:
\$ -0-

CURRENT CONTRACT AMOUNT:
\$56,840,246

1. The purpose of this bilateral modification is to provide shipping instructions, add Clause 52.226-1 to the contract and revise attachment 001, para 23.1.b under the contract.

2. Section I, Clause "52.226- Utilization of Indian Organizations and Indian Owned Economic Enterprises " is added to the contract.

3. Attachment 001, para 23.1.b, is hereby revised to clarify language related to the Storage/Exercise Program.

4. There is no change in contract price as a result of this modification.

5. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 014 ***

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Name of Offeror or Contractor: O'GARA-HESS & EISENHARDT ARMORING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 2320-01-413-3739 NOUN: M1114 HMMWV ARMORING FSCM: 19207 PART NR: 87T0015 SECURITY CLASS: Unclassified PRON: JZ02P285JZ PRON AMD: 04 ACRN: AA AMS CD: 511034</p> <p>The contractor will apply bar-coded labels to every shipment made under this contract, including each unit pack, intermediate container, palletized load, exterior container, and loose or unpacked items. The bar coding must be in accordance with MIL-STD-129, and with ANSI-BC1-1995, as to bar-code density, dimensions, technical structure, symbol separation, and placement of the bar code labels. We prefer that the Human Readable Interpretation (HRI) symbols be placed below the bar codes rather than above or beside them.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>Best Commercial Practices</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZW0080S103 Y00000 M 3 <u>PROJ CD BRK BLK PT</u> 000 <u>DEL REL CD QUANTITY DEL DATE</u> 001 168 30-JUN-2001</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W80SBG9036L006A W81UTH M 1 <u>DEL REL CD QUANTITY DEL DATE</u></p>	171	EA	\$ 67,790.00000	\$ 11,592,090.00

Name of Offeror or Contractor: O'GARA-HESS & EISENHARDT ARMORING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001	316-APR-2001 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (W81UTH) SR W12K USAG FT LEWIS SARSS 1 PBO CONSOLIDATED PROPERTY OFFICE RAIL SHIPMENTS MOBASE LOG CTR FT LEWISWA 98433-9500 MARK FOR: 66th MP CO, UIC WC4VAA ATTN: FORCE MOD OFFICE MR. STEVE WINTERS DSN: 782-9044 (End of narrative F001)				

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000

[a] Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community [that] is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C.1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership [constitutes] not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, [that] is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

[b] The Contractor [shall] use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer [will] refer the matter to the:

U.S. Department of the Interior
Bureau of Indian Affairs (BIA)
Attn: Chief, Division of Contracting and Grants Administration
1849 C Street, NW, MS-[2626-MIB]
Washington, DC [20240-4000]

The BIA will determine the eligibility and notify the Contracting Officer. [No incentive payment will] be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the [] adjustment to the prime contract [is] 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

[[c]] The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds,

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will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of Clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	SCOPE OF WORK			

1. STATEMENT OF WORK - M1114 Up-Armored HMMWV:

a. The Contractor shall produce M1114 vehicle to the product baseline developed under Contract DAAE07-94-C-0406. The Up-Armored HMMWV configuration is installed on GFE M1113 ECV Chassis. The Contractor shall modify as required the GFE modified M1113 ECV Chassis as provided from AM General Corporation, Mishawaka, Indiana, for the Up-Armored M1114 vehicle. The Up-Armored M1114 vehicle shall meet the following requirements:

(1) The ballistic and blast protection system requirements shall be as defined in the Protection Specification for the Up-Armored Enhanced Capacity (ECV) HMMWV (M1114), reference O'Gara Hess & Eisenhardt Specification No. 4660001 dated March 1995 and paragraphs 4.a.(1)(a) through 4.a.(1)(d) of the Addendum to the Joint Mission Element Need Statement (JMENS) for the Up-Armored Heavy High Mobility Multipurpose Wheeled Vehicle (HMMWV) Variant (HHV) dated 9 Sep 93.

(2) The configuration and production of the M1114 shall be in accordance with O'Gara-Hess & Eisenhardt Armoring Company's Drawing 4660000, Enhanced Armored - M1114 Assembly, Revision M, and the applicable component, assembly and sub-assembly drawing as identified in Parts List 4660000, Revision L, dated 2 March 2000 including applicable drawing revision levels and incorporated into this contract as Attachment 1 to Section J. In addition, an A/C system shall be installed by O'Gara Hess & Eisenhardt Armoring Company to the latest configuration defined by Part Nos. 1000097, Installation, Heater/Evaporator and 1000146, Rear Conditioner and Rear Evaporator, the applicable component, assembly, sub-assembly and installation drawings as identified in the "A/C BOM 2/16/2000" incorporated into this contract as Attachment 2 to Section J, including the applicable drawing revision levels and drawing 12469146, Installation Instructions, Electrical and Mechanical A/C Retrofit Kit 57K3552, Revision "C".

(3) All changes to the production configuration baseline, or manufacturing process, established under Contract DAAE07-94-C-0406 shall be coordinated with the armoring STS contractor, and Government technical representatives. The Contractor shall notify the armoring STS contractor, vehicle prime STS contractor, and Government technical representative upon identification of a need for configuration baseline changes. Government concurrence shall be required for all Class I (Major) and Class II (Minor) engineering changes (DD Form 1692), and critical/major requests for waivers, and/or deviations (DD Form 1694). The Government Technical Representative shall be informed of minor requests for deviations/waivers using Government Form DD1695 for notification and documentation. The Contractor shall also submit Government Form DD 1998 to DCMC for administrative purposes for Class I and Class II ECP's and critical/major requests for waivers, and/or deviations. These changes may be addressed as part of the monthly production status meetings, or sooner if there is a potential of production line impact.

(a) Class I (Major) engineering changes should be limited to those which are necessary or offer significant benefit to the Government. Such changes are those required to correct deficiencies, add or modify interface or interoperability requirements, or make a significant and measurable effectiveness change in the operational capabilities or logistics supportability of the system or item. A change affecting form, fit, or functionality should be designated Class I. Class I changes affects specified limits or tolerances in Performance; Reliability, Maintainability, or Survivability; Weight, Balance, Moment of Inertia; Interface characteristics; other technical requirements in the specifications; and/or impacts to:

- i. GFE
- ii. Safety
- iii. Compatibility or specified interoperability with interfacing critical items, support equipment/software.
- iv. Configuration to extent retrofit action is required.

(b) An engineering change which does not impact any of the Class I factors listed in the above paragraph 1.a.(3)(a) and is required to correct minor discrepancies, shall be classified as a Class II (Minor) change.

(c) Classifications of Deviations/Waivers:

- i. MAJOR: A deviation/waiver shall be designated major when involving health, performance, interchangeability/reliability/survivability/maintainability/durability of the item or its repair parts, effective use or operation, weight, or appearance.
- ii. CRITICAL: A waiver/deviation shall be designated as critical when the waiver/deviation impacts safety.
- iii. A waiver/deviation is considered minor when none of the factors of the above paragraphs 1.a.(3)(c)i, MAJOR, and 1.a.(3)(c)ii, CRITICAL are considerations.

(4) The turret shall incorporate a hatch door that can be closed without removing weapons and night sights from the armament mount. The armament mount shall provide mounting interface/provisions for the external pedestal assembly, MPN 12339679-1, and pedestal adapter, MPN 12340310. The armament mount, when fitted for MK-64, Mod 6, shall accommodate either the M-2 (50 Cal), MK-19 (40 MM), or M-60 (7.62MM) weapons with the night sight mounted.

(5) The vehicle shall be equipped with mounting provisions for the internal pedestal assembly, MPN 12339679-2. The pedestal assembly must be located so that the gunner can access the night sight assembly from the weapon station position.

(6) The vehicle shall be equipped with storage provisions for securing either three M548 (40mm) or five M3A1 (50 Cal or 7.62mm) ammunition boxes. The storage provisions must be located so that the gunner can access the ammunition from the weapon station position.

(7) The vehicle shall allow the routing of power, control, and antenna cables for SINCGARS or VRC 12 series radios (dual net), GPS PLGR, VIC-1 (intercom), and NVD/VPC (night sight) equipment. The cable routing shall facilitate replacement/installation of any cable within one man hour as a maintenance action performed at the unit level.

(8) All four seating locations shall be equipped with Type II seat belts which satisfy the requirements of MIL-STD-1180, Requirement 208.

(9) A requirement for a Scout application UA HMMWV variant may be invoked. This Scout variant shall be capable of transporting a three-man crew with Table of Organization and Equipment (TOE) and Common Tables of Allowances (CTA) items. Upon Government direction to proceed with the Scout variant, the Government will identify applicable TOE and CTA items. The Government and contractor shall coordinate stowage and/or integration of TOE and CTA equipment at that time.

(10) The vehicle shall be equipped with stowage brackets for the M-16 rifles at each crew member seat position.

(11) The weight of the armor package shall not exceed 3200 lbs.

(12) The vehicle shall be equipped with air conditioned climate control. The air conditioning system must be compatible with a 24-volt electrical system. The system is intended to be capable of reducing an outside ambient air temperature of 90degrees Fahrenheit by 20 degrees Fahrenheit (reference Attachment 2 to Section J). The system provided shall be the High Capacity Environmental Control System, O'Gara Hess & Eisenhardt Armoring Company P/Ns 1000097 and 1000146.

(13) The vehicle side elevation signature will be similar to that of the M1025 slant back. The crew compartment shall be protected from the rear by a fixed armor cargo barrier with one upper sliding door, and armor panels extending from the top of the fender walls to the underside of the cargo cover or roof. The upper sliding door shall be positively latched in the open and closed positions. The sliding door shall have a manually released, automatic position stop at a position 3 to 6 inches from the closed position.

b. The vehicle shall include the following:

(1) Door locks and latches-sequence lockout per TDPL 4660000.

(2) Windshield defrost per TDPL 4660000.

(3) Automotive component access and maintainability.

c. All ballistic glass on the vehicle shall be "white glass". This glass shall allow for the unobstructed use of GEN 3 night vision goggles by the crew.

d. The M1114 UA HMMWV shall be painted with a three-color camouflage pattern in accordance with O'Gara Hess & Eisenhardt Armoring Company Drawing No. 4660002, Pattern, Camouflage Paint, EA-HMMWV, unless otherwise directed by the Procuring Contracting Officer.

(1) When directed by the Contracting Officer, the M1114 vehicle shall be painted CARC Tan 686 in accordance with Attachment I, M1114 CARC Tan 686 Painting Scheme, paragraph 22.

e. The Contractor shall host a Start of Work Meeting to discuss the requirements of the Up-Armored ECV HMMWV. The Government and the Contractor will alternate hosting monthly production status meetings. The production status meetings will be held in conjunction with the monthly System Technical Support (STS) Program Management Reviews (PMRs).

f. Corrosion Control: A three-phased approach for corrosion control shall be implemented. Phase I will be effective with the first vehicle produced under this contract and shall include wet prep holes and Dorrtech coating on ALL fasteners. Phases 2 and 3 will be implemented as engineering changes by contract modifications. Phase 2 will implement corrosion protection to critical areas as agreed upon between the Government and the Contractor. Implementation for non-critical protection will be accomplished in follow-on corrosion protection Phase 3.

2. STATEMENT OF WORK - ANCILLARY SUPPORT

a. Ancillary Support. The Contractor shall provide spare parts, supplies, vehicle storage and maintenance prior to fielding, and unique technical expertise, including travel, required to support the Up-Armored Family of Vehicles (XM1109, M1097 Armored "Kit Truck", M1114 Up-Armored HMMWV) as specified in modifications executed against this contract. All three models are currently in service in the United States, Middle East, Bosnia, Kosovo, Luxembourg, and other locations.

(1) The spare parts and supplies are exclusive of those parts that are currently stocked and readily available through the Army Inventory System, as determined by the Contracting Officer. The Contractor will use the best available commercial export packaging, which will ensure the supplies reach the destination intact.

(2) The Contractor will provide technical expertise and perform tasks as specified in any contract modification executed against this contract. Technical expertise may include training as required (e.g. installation and maintenance, etc.), retrofit application and quality inspection, demilitarization, field service representatives to support repairs/ retrofits, restoration of the enhanced armor, technical evaluation of field failures, technical evaluation for product improvements, and vehicle storage and exercise prior to fielding of the production vehicles. Performance of tasks may be required at the contractor's facilities or at other locations. The contractor is responsible for assuring that any personnel it assigns to perform under this contract have the required overall knowledge (e.g., qualifications, certifications, etc.), expertise, and specific technical knowledge of the Up-Armored HMMWV vehicles to perform the tasks assigned.

(3) The Contractor shall be responsible for coordinating with the Procuring Contracting Officer (PCO) or his/her designated representative to assure that all necessary arrangements have been made so that the Government Furnished Property it will require to perform, are available. The Government will furnish any property and services that is agreed to for the performance of the contract. This property and/or services shall be made immediately available and in working order in accordance with the terms agreed upon by the Contractor and Government to support individual efforts.

(4) All Ancillary Support provided under this contract shall be performed only to the extent authorized by contract modifications.

(5) The Contractor shall provide all necessary labor, materials, supplies, services, facilities, and equipment to perform specific work required by the contract modification, except as addressed above in paragraph (3).

(6) All travel required to support specific work required by the contract modification shall be in accordance with Joint Travel Regulation on a firm fixed price basis.

(7) All contract modifications will be executed by mutual agreement after the Contractor and Government jointly develop the scope(s) of work and negotiate firm fixed prices for each modification.

b. Reports. The Contractor shall furnish data and reports, in format determined by the contractor, as specified in each contract modification.

3. QUALITY PROGRAM

a. The contractor shall develop, implement, and maintain a quality system that ensures conformance to contractual requirements. The contractor shall implement the requirements of ANSI/ASQC Q9001, ISO 9001, or a commercial equivalent quality system model; no third party certification is required. The Government reserves the right to perform all required audits and surveillance inspections to assure contractor compliance with contract requirements.

b. The contractor's Quality Program shall be available to the Government for review upon request. The contractor's quality management process shall include the following key quality activities:

- (1) Monitoring and control of critical processes and product variation.
- (2) Establishment of mechanism for feedback of field product performance.
- (3) Implementation of an effective root cause analysis and corrective action system.
- (4) Continuous process improvement.

4. INSPECTION POINT: ORIGIN

TACOM (SEP 1978)

Inspection Point: Origin

a. Procurement Quality Assurance inspection for conformance of supplies with applicable drawings and specifications shall be made at the following Contractor's and/or subcontractor's plant(s):

CONTRACTOR'S PLANT:

9113 LE SAINT DRIVE	FAIRFIELD	BUTLER COUNTY	OHIO	45014
(Address)	(City)	(County)	(State)	(Zip)

SUBCONTRACTOR'S PLANTS/VENDOR'S PLANT:

(Address)	(City)	(County)	(State)	(Zip)
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b. Inspection of the supplies for conformance with preservation, packaging, and marking requirements shall be made at the following Contractor's and/or subcontractor's plant(s):

CONTRACTOR'S PLANT

Same as above				
(Address)	(City)	(County)	(State)	(Zip)

SUBCONTRACTOR'S PLANT/VENDOR PLANT:

(Address)	(City)	(County)	(State)	(Zip)
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5. ACCEPTANCE POINT: ORIGIN
TACOM (MAY 92)

Acceptance Point: Origin. Acceptance of the supplies tendered under this contract shall be made at the address of addressees designated in this Section, in the clause entitled INSPECTION POINT. Acceptance of the title at origin by the Government when delivery is F.O.B. Destination permits payment to the contractor provided that the invoice is supported by appropriate evidence of shipment.

6. SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES
TACOM (MAY 89)

a. Application: MIL-C-46168
MIL-C-53039

b. End-Item Paint Inspection: After the complete paint finish has been applied and cured* (See *Note, below), the Contractor shall test and inspect 1 out of 5 units, unless otherwise directed by the Contracting Officer, for (i) workmanship; (ii) total paint film thickness; and, (iii) paint adhesion. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall, at a minimum, conform to the sum of the minimum thickness for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld.
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.

(4) On paint touch-up areas.

(a) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

(b) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 to 168 hours.

c. TEST METHODS:

(1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated using ISO 10012 as a guide.

(2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion to the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(c) Press a length of ASTM D 5486 with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribe pattern, rubbing out all air pockets.

(d) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

d. Interpretation of Test Results:

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

COATING THICKNESS

<u>SPECIFICATION</u>	<u>DRY FILM THICKNESS (Mils)</u>
MIL-P-53022	1.0 - 1.5
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 Minimum
MIL-C-53039	1.8 Minimum

NOTICE: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (a) Inadequate cleaning of the substrate.
- (b) Contamination of the surface between coatings.
- (c) Excessive paint film thickness in a single coating application.
- (d) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

7. WELDER CERTIFICATION:

Before assigning any welding operator to perform manual, semiautomatic, or automatic welding work, or dedicating any automated welding equipment to work covered in the scope of this contract, the contractor shall ensure the welder has been qualified in accordance with AWS or equivalent specifications. The Qualification Test Records shall be available for Government review upon request. The contractor shall maintain a list of the welding certifications of his employees. The contractor shall allow Government representatives to review the list of welders upon request.

8. EXAMINATION /TEST DOCUMENTATION
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a. To the extent the specifications specify requirements for Pre-production/First piece, which require the contractor to perform stated examinations and/or test, the contractor shall fully document and maintain for Government review and evaluation, the conduct of his examinations and the results thereof.

b. In the event that the contractor fails to provide the above documentation, when requested, or the documentation fails to evidence satisfactory results, the Government shall have the right to refuse to inspect and/or accept any contract items offered for acceptance.

9. FASTENER QUALITY ASSURANCE REQUIREMENTS:

a. Due to the criticality and difficulty in determining and tracing nonconforming fasteners, the following requirements are included in this contract. This clause establishes quality assurance requirements for all threaded steel fasteners of Grade 5 and higher (as defined by SAE-J429) and metric fasteners with strength designations of 8.8 and higher (as defined by SAE-J1199) that are to be used in items procured from either a Government or contractor owned Technical Data Package. It applies to fasteners received (1) from fastener manufacturers, (2) from distributors, or (3) as part of a subassembly for use in both new and repair items.

b. The contractor shall obtain, and keep on file, certification for all received lots of fasteners utilized in the assembly of vehicles produced under this contract. The fastener vendor/distributor shall produce/supply subject fasteners IAW requirements similar to those of SAE-J429 or QS 9000 or any industry accepted higher level quality system.

10. CERTIFICATION REQUIREMENT: The contractor shall make available for Government review any of the following certification/testing results upon request:

a. The contractor shall prepare and have on file, at the manufacturing facility certification/reports as required to support the integrity of the applicable process, component, or operation. In the event that a particular certification is not acceptable to the Government, the contractor shall conduct additional examinations/tests or prepare additional documentation as required to verify that particular certification. The Government may choose to conduct tests at its own expense to verify a particular certification.

b. When a process certification is required, it shall include a documented description of the process, the documented instructions to those who conduct the process, an annotated name(s) and title of the individual responsible to assure the process when it occurs

c. When material certification documentation is required, it shall include a copy to the material analysis. If the material is purchased from a subcontractor, a copy of the purchase order is also required to be kept on file at the contractor's facility and made available for Government review upon request. These certifications shall be substantiated with documented test reports, performance data, analytical data, or vendor documented test reports. Such documentation shall be affixed to the certifications.

d. When a test certification is necessary, it shall be kept on file at the contractor's manufacturing facility and include the following information as substantiation: Drawing number, specification title, number and edition, and applicable grade or type for

which the product was tested, the number of specimens tested, the requirements and the actual results obtained, and the purchase orders for any subcontracted above information as part of the certification.

e. Commercial Items Description: Product Conformance "In lieu of the required certification statement identified in Commercial Item Description (CID)", the following conformance requirements applies: The products provided shall meet the salient characteristics of the commercial item description, conform to the producer's own drawings, specifications, standards, and quality assurance practices, and be the same product offered for sale in the commercial market. The Government reserves the right to require objective quality evidence of such conformance.

11. GOVERNMENT FURNISHED PROPERTY

During the course of this contract, the contractor shall be supplied the Government-furnished property (GFP) as identified in Attachment 004. The contractor shall inspect the GFP to determine an adequate count and condition. On detection of any deficiency, the contractor shall prepare a report noting all deficiencies. The contractor shall submit this report to the in-plant government representative for verification.

12. INSPECTION

a. Inspection Records: Inspection records of the examinations and test (either in-process or end item) performed by the contractor shall be kept complete and available to the Government for a period of four (4) years following completion of the contract.

b. Drawings for inspection: The contractor shall make available to the Government inspection at the time of production inspection, in-process or end item , legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated to the latest revision incorporated therein. Upon completion of production inspection and acceptance by the Government inspector, all drawings and specifications will be returned to the contractor.

c. The Government reserves the authority to inspect end items or any parts/components during manufacturing processes commensurate with the herein provided for quality requirements and plans. The Government shall reject such material that does not conform to drawing/specifications. Such inspections by the Government may be performed at the contractor's predetermined inspection stations. All deficiencies detected during any contractor or Government inspection (end-item or in-process) shall be corrected by the contractor at no extra cost to the Government. During any Government inspection, the contractor shall provide inspection assistance upon request.

13. INSPECTION EQUIPMENT

a. Except as otherwise expressly provided for under this contract, the contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to assure that end item components conform to contract requirements All contractor furnished inspection equipment shall be available for use on or before the start of production. The Government will not furnish any inspection equipment for this contract.

b. The contractor shall make inspection equipment available to the Government inspector during Government in-process or end item inspection. Upon completion of the inspection by the Government inspector, all inspection equipment shall be returned to the contractor.

14. FINAL INSPECTION

a. The contractor shall perform 100% final inspection of the end item in accordance with the requirements of the specification and technical data utilizing the Final Inspection Record (FIR). Copies of the FIR(s) for the end item quantity shall be reproduced by the contractor. Deficiencies disclosed during inspection by the contractor or the Government shall be described in writing on the deficiency sheet attached to the FIR. The FIR includes inspection criteria for all kits and special equipment that may be installed in each body style. The FIR shall be updated as required to reflect all Government approved configuration changes. Such updates must be subject to Government approval. The contractor shall submit the completed and certified copy of the FIR to the Government inspector with each end item inspected and offered for acceptance by the Government. If the contractor determines that the FIR is not appropriate for final inspection of the end item for any reason, he must obtain written approval from the Contracting Officer prior to employing any other form for this purpose.

b. The contractor, at his discretion, may develop procedures and incorporate these procedures to accomplish in-process inspection of select FIR characteristics. The selection of FIR characteristics and procedures will be subject to Government approval prior to implementation. There shall be a method to document and describe, in writing, deficiencies detected during inspection of select FIR characteristics by the contractor. This method shall be subject Government approval. This documentation shall also be included with the FIR for each vehicle. The contractor shall submit a completed copy of the FIR and, if applicable, documentation and description of select FIR characteristics inspected during in-process inspections, to the Government inspector

with each item inspected and offered to the Government for acceptance. All deficiencies detected during contractor Final Inspection, to include, if applicable select in-process FIR characteristics, shall be corrected prior to offering the end item to the Government for final acceptance. All deficiencies disclosed as a result of contractor and/or government final inspections shall be corrected by the contractor at no additional cost to the Government.

c. Final contractor inspection of vehicles on a sampling basis will not be authorized by the Government during the term of this contract.

15. FIRST PRODUCTION VEHICLE INSPECTION (FPVI)

a. During the fabrication of the First Production Vehicles in-process inspections will be performed by a Government representative to evaluate conformance of materials and workmanship to requirements of specified documents. These inspections shall be made at the contractor's or subcontractor's facility. Processing, painting, quality systems and inspection records will be reviewed and evaluated during this inspection.

b. The Government shall select one of the first vehicles produced under this contract for FPVI. The vehicle selected shall be subjected to inspections by both the contractor and Government for conformance to the requirements of the contract and O'Gara specifications.

c. Upon completion of the FPVI, the contracting officer shall notify the contractor whether the FPVI was approved, conditionally approved, or disapproved. A notice of conditional approval will state any further action required of the contractor for the applicable first production vehicle.

d. If the FPVI is disapproved by the Government, the contractor may be required, at the discretion of the Government, to repeat any or all of the FPVI. After notification of the additional inspections, the contractor, at no cost increase in contract price, shall make any necessary changes, modifications or repairs to the first production vehicle. Within ten (10) days after notice of disapproval, the Government has the discretion to select another production vehicle for FPVI in lieu of the original first production vehicle. Upon completion of additional inspection, the contractor shall again submit an inspection report. The contractor shall bear the responsibility for delays resulting from additional FPVI.

16. GOVERNMENT TESTING: During the performance of this contract, the government will conduct testing to assure conformance to contractual and system specification requirements.

a. Follow-on Production Testing (FPT) During the performance of this contract, the Government will conduct FPT to verify that the quality and performance of continuing production vehicles are consistent with the approved technical data a specification. Such testing shall consist of five thousand miles per test vehicle for approximately one hundred twenty (120) days. The Government will randomly select such vehicles and will conditionally accept such vehicles until successful completion of FPT requirements. The Government reserves the right to retest the vehicle (s) upon correction of defects by the contractor to the extent necessary to successfully meet test requirements. Such additional testing shall be conducted at the Contractor's expense. The Government may select up to two vehicles from each subsequent year's production to conduct follow-on production testing.

b. The test vehicles shall be furnished, as directed by the Contracting Officer, to the following Government test site(s). Aberdeen Proving Grounds, MD, and/or Yuma Proving Grounds, AZ.

c. The test vehicles shall not be shipped to the test site until a complete inspection has been performed on each vehicle by the Government and all deficiencies disclosed by this Government inspection have been corrected by the contractor and approved by the Government.

17. CONTRACTOR TEST SUPPORT:

a. The contractor shall be responsible for furnishing repair parts and technical support as it relates to the armor package for the vehicles at the Government selected test sites during FPT.

b. Parts not available at the test site must be provided to the test site within 24 hours of Government request. Technical support includes assessment of hardware problems and assistance with the operation, maintenance and repair of the test vehicles/components.

18. TEST DEFICIENCIES:

a. Failure of FPT is defined as an event, or state, in which a system or a component of the test vehicle does not or would not, perform as specified in the vehicle/system specification.

b. A defect is defined as a nonconformance to a technical requirement. Defects are classified as critical, major, or minor in accordance with MIL--HDBK-1916.

c. In the event of vehicle/component system test failure during FPT, the Government reserves the right to retest the vehicle system upon correction of the defect(s) by the contractor to the complete extent and duration specified in the test program, or to such lesser extent as the PCO, or a duly authorized representative, shall consider appropriate in his/her sole discretion. The contractor shall bear responsibility for delays in the program test period resulting from vehicle/component defects for failure to adequately or timely furnish parts support, and the Government shall have the right to extend the specified program test period accordingly for such contractor delay. Any cost associated with this retest shall be the contractor's responsibility.

d. The contractor when directed by the PCO or a duly authorized representative, shall correct on-site any defect of the system which occurs during FPT. The Government will not make final acceptance of test vehicles until testing has been completed to the satisfaction of the Government. Delays caused by test item failures due to poor quality, vehicle/component workmanship, or material, failure of the contractor to comply with the configuration defined in the O'Gara specification or design inadequacies of changes/modifications to the vehicle's configuration, shall not be basis for adjustment of the contract delivery schedule or the contract price.

e. Test failure shall be cause for rejection of vehicle/components produced subsequent to the FPVI, until evidence has been provided by the contractor that corrective action has been taken to eliminate the deficiency. Deficiencies found during or as a result of FPT, shall be prima facie evidence that all vehicle/components already produced since completion of the last FPT (or, of the first FPT, since FPVI) and all vehicles not yet accepted are similarly deficient unless evidence satisfactory to the PCO is furnished by the contractor that they are not similarly deficient. Such deficiencies on all vehicles/components shall be corrected by the contractor at no additional increase in contract price.

19. TEST INCIDENT REPORTS (TIRs):

The contractor will be provided a copy of all Test Incident Reports (TIRs) directly from the test sites during Government test via e-mail. When directed by the Government, the Contractor shall furnish a written Failure Analysis and Corrective Action Report in accordance with Data Item DI-RELI-81315 and CDRL A002 and Attachment 006 for each TIR with an analysis of the test incident and corrective action taken or proposed to prevent recurrence of the incident on production items. Corrective action proposed by the Contractor that requires configuration changes shall be submitted to the Government for approval.

20. CHANGES IN MANUFACTURING/SUPPLIERS:

a. After approval of the FPVI, the contractor shall provide written notice to the Government of any changes in materials, manufacturing methods/processes, or facilities. The contractor shall provide a written description of any such changes and any proposed changes. In the event of such changes, the Government reserves the right to require additional testing at no additional cost to the Government to validate that the changes have not adversely affected the vehicle performance, safety, or quality.

b. If the contractor elects to change sources of supply for any of the components for this system listed below after acceptance of the FPVI, the Government reserves the right to require the contractor to conduct additional tests similar to the FPT or Component Qualification Test as determined by the PCO. Cost of these test shall be borne by the contractor. Any production or delivery delays occasioned by such retesting will not be considered an excusable delay. Further, such delays shall not form the basis for adjustment in contract prices or delivery schedules.

<u>COMPONENT</u>	<u>PART NUMBERS</u>
A/C System	No P/N
Turret Bearing	4660149
A/C Compressor	04-03634
Transparent Armor	4660200/4660201
Windshield De-icer	4660204
Transparent Sidelight Armor	4660202

21. QUALITY DEFICIENCY REPORTS:

The contractor shall investigate, provide failure analysis and corrective actions taken to all Product Quality Deficiency Reports (PQDR's), Standard Form (SF) 386 generated against supplies produced under this contract in accordance with DI-QCIC-80736. The contractor shall provide a report of the investigation, probable cause, and proposed corrective action to resolve noted deficiency to the Contracting Officer or his designated representative after receipt of the PQDR. Responses to Category I PQDR's shall be submitted within 10 days and Category II PQDR's shall be responded to within 30 days.

22. M1114 CARC TAN 686 PAINTING SCHEME

a. Premise. All Government-furnished ECV Chassis received are painted CARC Green and all parts for the M1114 are produced and painted CARC Green.

b. With the M1114 vehicle in a completely closed condition, the exterior of all components visible to the eye and at eye level will be painted CARC Tan 686 as described in Steps a through j and as shown in Figures 1 through 7 with the exception of: a) Lights and lenses; b) vehicle interior; c) vehicle underside; d) vehicle engine compartment.

(1) The outside rearview mirrors will be the color as provided with the ECV Chassis (currently green).

(2) Vehicle Left Side. Everything shown in Figure 1 above Line A-A will be painted CARC Tan 686 with the exception of the door -seals and turret brush seals. The vehicle will be painted with the doors closed, therefore, when a door is open, the area immediately around the door opening will be green.

(3) Vehicle Right Side. Everything shown in Figure 2 above Line B-B will be painted CARC Tan -686 with the exception of the door seals and turret brush seals. The vehicle will be painted with the doors closed, therefore, when a door is open, the area immediately around the door opening will be green.

(4) Vehicle Top View. Everything shown in Figure 3 will be painted CARC Tan 686 with the exception of the turret brush seals and cargo hatch seal. The vehicle will be painted with the cargo hatch and turret closed, therefore, when the cargo hatch and turret are open, the area immediately around the cargo hatch and turret openings will be green. The interior of the cargo compartment and turret will also be green.

(5) Vehicle Front View. Everything shown in Figure 4 above Line C-C will be painted CARC Tan 686 with the exception of the turret brush seals, windshield wipers and outside rearview mirrors. The vehicle will be painted with the hood closed, therefore, the engine compartment will be green.

(6) Vehicle Rear View. Everything shown in Figure 5 above Line D-D will be painted CARC Tan 686 with the exception of the turret brush seals and the outside rearview mirrors. The vehicle will be painted with the cargo hatch closed, therefore, when the cargo hatch is open, the area immediately around the cargo hatch will be green. The interior of the cargo compartment will also be green.

(7) Vehicle Front Wheel Well View*. Everything shown in Figure 6 aft of Line E-E and above Line F-F will be painted CARC Tan 686. Everything inboard of Line G-G will be green. The area inboard of Line G-G will be "feathered" from tan to green. *Left side shown, right side opposite.

(8) Vehicle Rear Wheel Well View*. Everything shown in Figure 7 above and forward of Line H-H and above Line J-J will be painted CARC Tan 686. The area inboard of Line J-J will be "feathered" from tan to green. *Left side shown, right side opposite.

(9) Vehicle Bumpers. The front bumper and the rear bumper will be painted CARC Tan 686.

(10) Vehicle Wheels. The outer side of the wheels will be painted CARC Tan 686.

23. STORAGE AND EXERCISE

23.1 All Up-Armored HMMWV vehicles inspected and accepted by the Government and shipped in place at the Contractor's facility shall be stored and exercised. Storage of vehicles off-site may be necessary if space at the Contractor's facility is not sufficient.

a. Stored vehicles shall have the BII and OVE boxed and placed inside the vehicle.

b. Exercise and inspection of stored vehicles shall commence 90 days after date of signature of DD Form 250 and shall be repeated every 90 days thereafter. For vehicles already accepted and in storage longer than 90 days, the Contractor shall perform the initial exercise and inspection, with those vehicles in storage the longest the first to be exercised and inspected. The Contractor may deviate from the required 90 day cycle in order to accommodate Government fielding of vehicles. ISO 9001 requirements shall not apply to the storage/exercise program.

c. Exercise and inspection of stored vehicles shall include all Items 1 through 56 on Attachment 8, TABLE OF PREVENTATIVE MAINTENANCE CHECKS. For these items, the contractor shall follow the inspection and servicing procedures contained in Table 2-2, Preventative Maintenance Checks and Services, TM 9-2320-387-10.

d. The Contractor shall provide material necessary to perform servicing as required such as consumable materials listed below:

(1) Anti-Freeze. Maintain prescribed level and prescribed mixture (Item No. 7 on Table of Preventative Maintenance Checks).

(2) Diesel Fuel. Maintain fuel tank one quarter full. (Item No. 11 on Table of Preventative Maintenance Checks).

(3) Engine Oil. Maintain prescribed level. (Item No. 29 on Table of Preventative Maintenance Checks).

(4) Transmission Fluid. Maintain prescribed level. (Item No. 20 on Table of Preventative Maintenance Checks).

(5) Power Steering Fluid. Maintain prescribed level. (Item No. 31 on Table of Preventative Maintenance Checks).

(6) Brake Fluid. Maintain prescribed level. (Item No. 33 on Table of Preventative Maintenance Checks).

(7) Distilled Water. Maintain prescribed level. (Item No. 48 on Table of Preventative Maintenance).

(8) Freon/Compressor Oil. Maintain prescribed charge. (Item No. 52 on Table of Preventative Maintenance Checks).

(9) Windshield Washer Fluid. Maintain prescribed level. (Item No. 53 on Table of Preventative Maintenance).

(10) Miscellaneous repairs to items on the base vehicles to include but not limited to items such as lamp assembly, stop light, surge tank hose, serpentine belt, glow plug controller, etc. The contractor must obtain PCO approval prior to initiating the repair effort over \$500 per incident.

(11) Maintain and/or correct production integrity of the ballistic and blast systems, to include the air condition system, provided by OHEAC.

23.1.2 The Contractor shall maintain a record or log for each vehicle that is stored and/or exercised and inspected. Attachment 9, STORAGE/EXERCISE PROGRAM CHECKLIST, is a sample format that is acceptable for use. Any deficiencies that are discovered and any servicing that is performed shall be recorded on, DA FORM 2404, EQUIPMENT INSPECTION AND MAINTENANCE WORKSHEET. Records maintained by the Contractor shall be made available to the Government upon request.

23.1.3 In the performance of this storage and exercise program, the Contractor is authorized to disable the Central Tire Inflation System on each vehicle., if applicable.

23.1.4 Vehicles stored and/or exercised and inspected are subject to the provisions of FAR Clause 52.245-2, Government Property (Firm Fixed Contracts) (DEC 1989).